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EXHIBIT "A"

Description of Premises

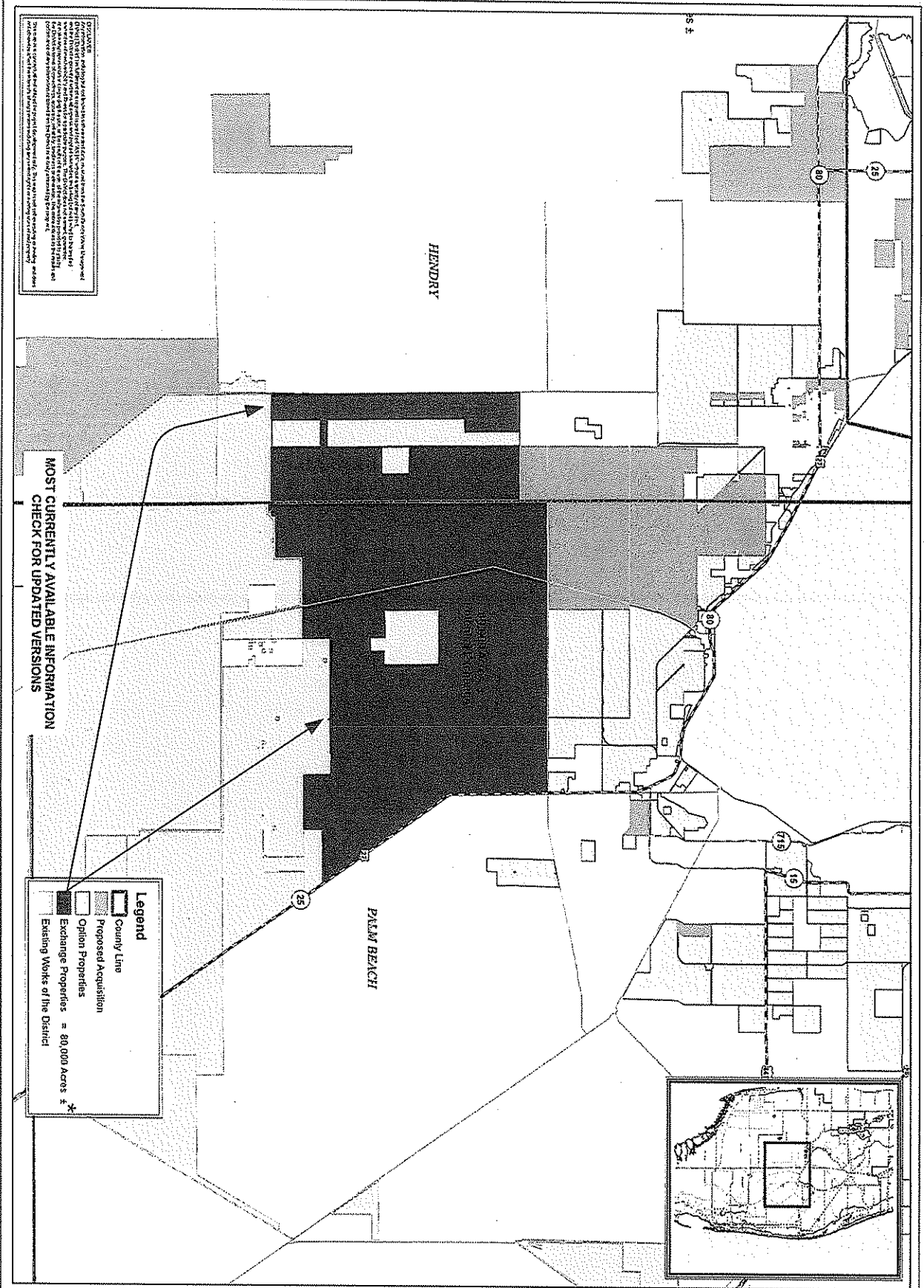
(LEGAL DESCRIPTION TO BE ATTACHED AT CLOSING)

EXHIBIT 4.F.(3)(B)

[SUGAR LEASE ONLY**]**

Exchange Area

EXHIBIT 4.F.(3)(b) -- EXCHANGE AREA



* Exchange Area



South Florida Water Management District
 Land Acquisition Department
 GIS SECTION
 2001 Givens Club Road, West Palm Beach, Florida 33406
 561-434-8600 • FL WATS 1-800-432-2045 • www.sfwmd.gov
 MAILING ADDRESS: P.O. Box 24400 • West Palm Beach, FL 33416-1400

Exchange Properties

UPDATED
 01 MAY 2009

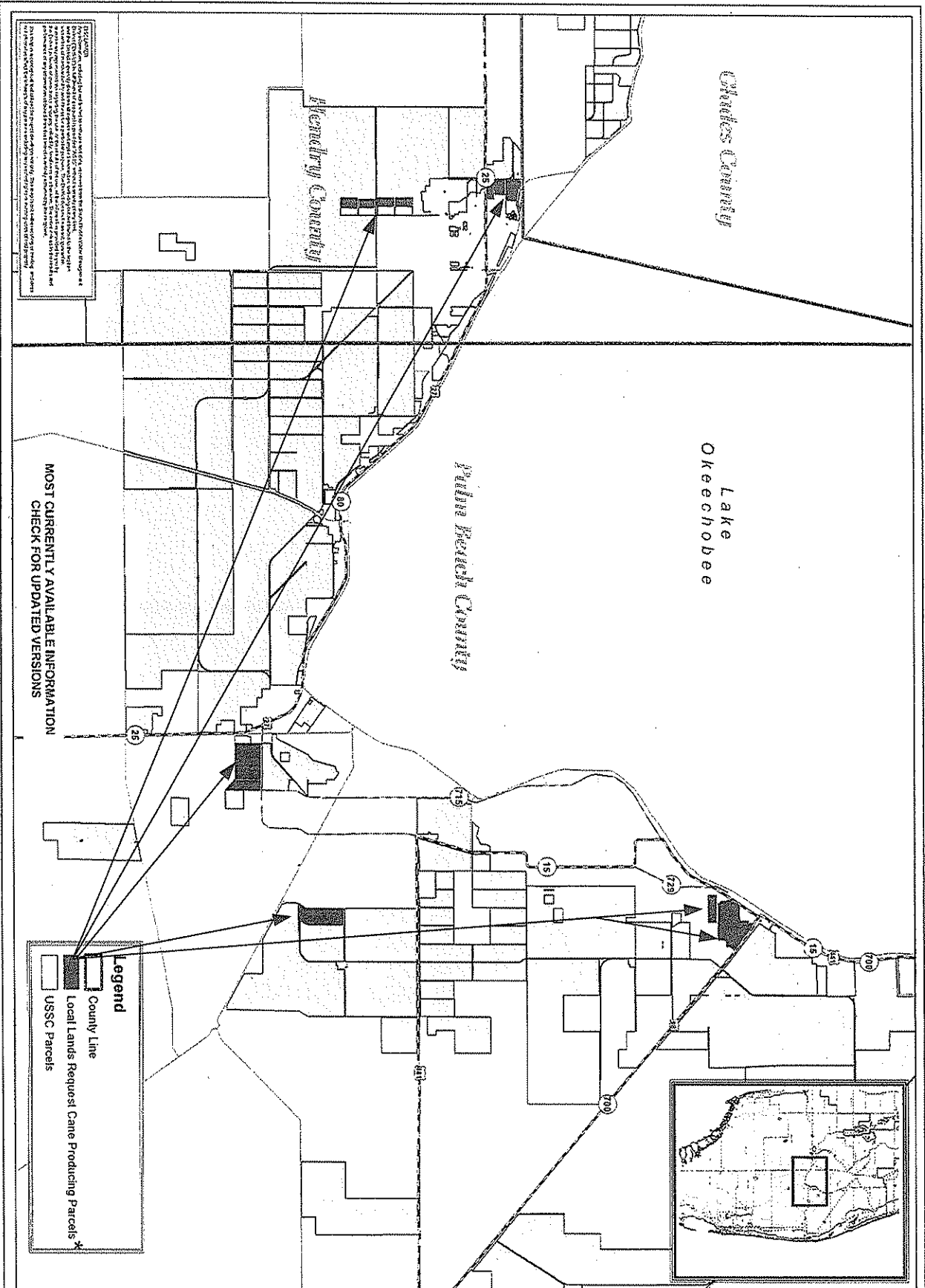


EXHIBIT 4.F.(4)

[SUGAR LEASE ONLY**]**

Transition Acres

EXHIBIT 4.F.(4) - TRANSITION ACRES



*** Transition Acres**



South Florida Water Management District
Land Acquisition Department
GIS SECTION
3201 Gun Club Road, West Palm Beach, Florida 33411
561-488-4800 • FAX 1-800-432-2065 • www.sfwmd.gov
MAILING ADDRESS: P.O. Box 24410 • West Palm Beach, FL 33411-4410

Local Lands Request Cane Producing Lands



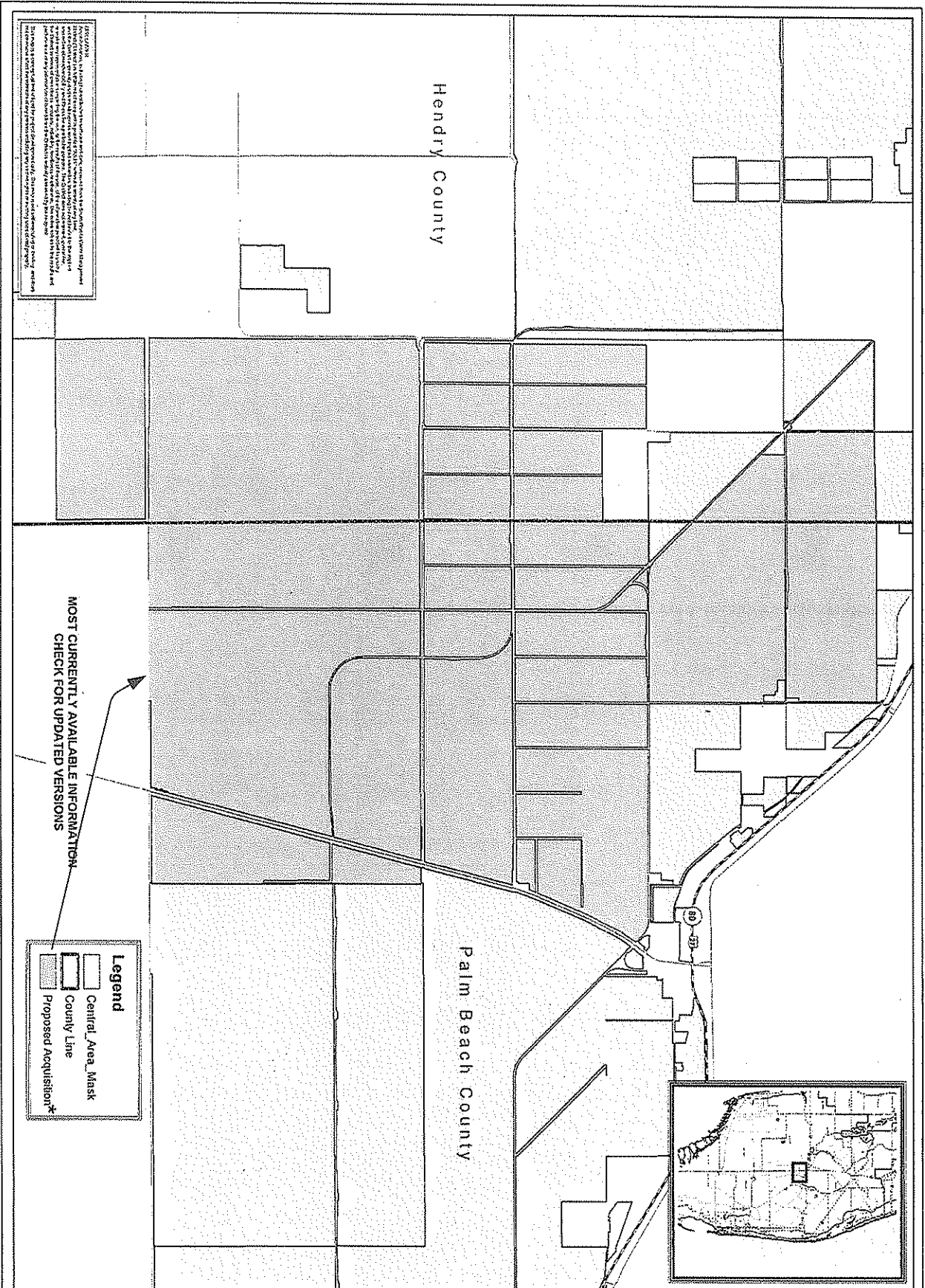
For books of this map state, call (800) 848-1111 or Grassland Local Lands Request Case Processing. Lands not shown were produced on 5/7/2000 by R. Schaller. Contact the GLO Section

EXHIBIT 4.F.(6)

[SUGAR LEASE ONLY**]**

Description of Certain Acreage

EXHIBIT 4.F.(6) -- DESCRIPTION OF CERTAIN ACREAGE



* Description of Certain Acreage



South Florida Water Management District
Land Acquisition Department
GIS SECTION
3201 Gyn Club Road, West Palm Beach, Florida 33416
561-461-1820 • FL WATS 1-800-432-5545 • www.sfwmd.gov
MAILING ADDRESS: P.O. Box 24400 • West Palm Beach, FL 33414-0400

Central Area
Acquisition Lands

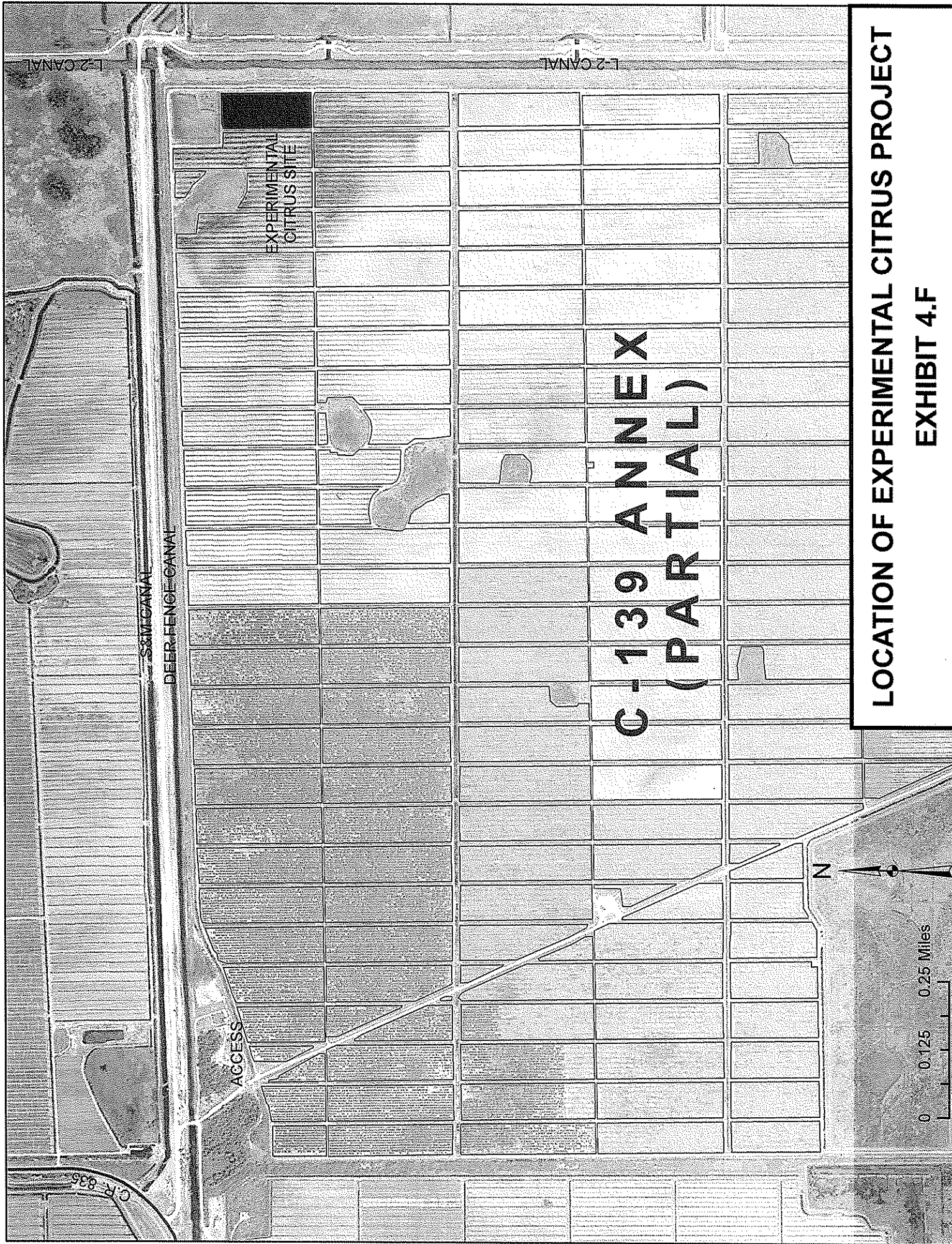
UPDATED
07 MAY 2009



EXHIBIT 4.F

[CITRUS LEASE ONLY **]**

Location of Experimental Citrus Project



**LOCATION OF EXPERIMENTAL CITRUS PROJECT
EXHIBIT 4.F**

SCHEDULE "1"

Category I and Category II Exotic/Invasive Pest Plants

SCHEDULE 1

EXOTIC/INVASIVE PLANTS



South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

January 12, 2009

Prepared by

URS

URS Corporation
7800 Congress Avenue, Suite 200
Boca Raton, Florida 33487

Category I Invasive Plant Species List

Scientific Name	Common Name	Gov. List	Reg. Dist.
<i>Abrus precatorius</i>	rosary pea	N	C, S
<i>Acacia auriculiformis</i>	earleaf acacia		C, S
<i>Albizia julibrissin</i>	mimosa, silk tree		N, C
<i>Albizia lebbek</i>	woman's tongue		C, S
<i>Ardisia crenata</i> (=A. <i>crenolata</i> misapplied)	coral ardisia		N, C, S
<i>Ardisia elliptica</i> (=A. <i>humilis</i> misapplied)	shoebutton ardisia	N	C, S
<i>Asparagus aethiopicus</i> (=A. <i>sprengeri</i> ; A. <i>densiflorus</i> misapplied)	asparagus-fern		N, C, S
<i>Bauhinia variegata</i>	orchid tree		C, S
<i>Bischofia javanica</i>	bishopwood		C, S
<i>Calophyllum antillanum</i> (=C. <i>calaba</i> and C. <i>inophyllum</i> misapplied)	santa maria (names "mast wood", "Alexandrian laurel" used in cultivation)		S
<i>Casuarina equisetifolia</i>	Australian-pine, beach sheoak	P, N	N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine, gray sheoak	P, N	C, S
<i>Cinnamomum camphora</i>	camphor tree		N, C, S
<i>Colocasia esculenta</i>	wild taro		N, C, S
<i>Colubrina asiatica</i>	lather leaf	N	S
<i>Cupaniopsis anacardioides</i>	carrotwood	N	C, S
<i>Dioscorea alata</i>	winged yam	N	N, C, S
<i>Dioscorea bulbifera</i>	air-potato	N	N, C, S
<i>Eichhornia crassipes</i>	water-hyacinth	P	N, C, S
<i>Eugenia uniflora</i>	Surinam cherry		C, S
<i>Ficus microcarpa</i> (F. <i>nitida</i> and F. <i>retusa</i> var. <i>nitida</i> misapplied)	laurel fig		C, S
<i>Hydrilla verticillata</i>	hydrilla	P, U	N, C, S
<i>Hygrophila polysperma</i>	green hygro	P, U	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass		C, S
<i>Imperata cylindrica</i> (I. <i>brasiliensis</i> misapplied)	cogon grass	N, U	N, C, S
<i>Ipomoea aquatica</i>	waterspinach	P, U	C
<i>Jasminum dichotomum</i>	Gold Coast jasmine		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine		C, S
<i>Lantana camara</i>	lantana, shrub verbena		N, C, S
<i>Ligustrum lucidum</i>	glossy privet		N, C

<i>Ligustrum sinense</i>	Chinese privet, hedge privet		N, C, S
<i>Lonicera japonica</i>	Japanese honeysuckle		N, C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow		N, C, S
<i>Lygodium japonicum</i>	Japanese climbing fern	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	N	C, S
<i>Macfadyena unguis-cati</i>	cat's claw vine		N, C, S
<i>Manilkara zapota</i>	sapodilla		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	P, N, U	C, S
<i>Mimosa pigra</i>	catclaw mimosa	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo		N, C
<i>Nephrolepis cordifolia</i>	sword fern		N, C, S
<i>Nephrolepis multiflora</i>	Asian sword fern		C, S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	N	S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	N	S
<i>Paederia foetida</i>	skunk vine	N	N, C, S
<i>Panicum repens</i>	torpedo grass		N, C, S
<i>Pennisetum purpureum</i>	Napier grass		N, C, S
<i>Pistia stratiotes</i>	waterlettuce	P	N, C, S
<i>Psidium cattleianum</i> (=P. littorale)	strawberry guava		C, S
<i>Psidium guajava</i>	guava		C, S
<i>Pueraria montana</i> var. <i>lobata</i> (=P. lobata)	kudzu	N	N, C, S
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	N	C, S
<i>Rhynchelytrum repens</i> (=Melinis repens)	Natal grass		N, C, S
<i>Ruellia tweediana</i> (= R. brittoniana, R. coerulea)	Mexican petunia		N, C, S
<i>Sapium sebiferum</i> (=Triadica sebifera)	popcorn tree, Chinese tallow tree	N	N, C, S
<i>Scaevola taccada</i> (=Scaevola sericea, S. frutescens)	scaevola, half-flower, beach naupaka	N	C, S
<i>Schefflera actinophylla</i> (=Brassaia actinophylla)	schefflera, Queensland umbrella tree		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	P, N	N, C, S
<i>Senna pendula</i> var. <i>glabrata</i> (=Cassia coluteoides)	climbing cassia, Christmas cassia, Christmas senna		C, S
<i>Solanum tampicense</i> (=S. houstonii)	wetland nightshade, aquatic soda apple	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine		N, C, S
<i>Syzygium cumini</i>	jambolan plum, Java plum		C, S
<i>Tectaria incisa</i>	incised halberd fern		S

<i>Thespesia populnea</i>	seaside mahoe		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew		N, C
<i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>)	Para grass		C, S

Category II Invasive Plant Species List

Scientific Name	Common Name	Gov. List	Reg. Dist.
<i>Adenanthera pavonina</i>	red sandalwood		S
<i>Agave sisalana</i>	sisal hemp		C, S
<i>Aleurites fordii</i> (= <i>Vernicia fordii</i>)	tung oil tree		N, C
<i>Alstonia macrophylla</i>	devil tree		S
<i>Alternanthera philoxeroides</i>	alligator weed	P	N, C, S
<i>Antigonon leptopus</i>	coral vine		N, C, S
<i>Aristolochia littoralis</i>	calico flower		N, C, S
<i>Asystasia gangetica</i>	Ganges primrose		C, S
<i>Begonia cucullata</i>	wax begonia		N, C, S
<i>Blechnum pyramidatum</i>	green shrimp plant, Browne's blechnum		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry		N, C, S
<i>Callisia fragrans</i>	inch plant, spironema		C, S
<i>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	P	C, S
<i>Cecropia palmata</i>	trumpet tree		S
<i>Cestrum diurnum</i>	day jessamine		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm		S
<i>Clematis terniflora</i>	Japanese clematis		N, C
<i>Cryptostegia madagascariensis</i>	rubber vine		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant		C, S
<i>Cyperus prolifer</i>	dwarf papyrus		C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo		C, S
<i>Elaeagnus pungens</i>	silverthorn, thorny olive		N, C
<i>Epipremnum pinnatum</i> cv. 'Aureum'	pothos		C, S
<i>Ficus altissima</i>	false banyan, council tree		S
<i>Flacourtia indica</i>	governor's plum		S
<i>Hemarthria altissima</i>	limpo grass		C, S
<i>Hibiscus tiliaceus</i> (= <i>Talipariti tiliaceum</i>)	mahoe, sea hibiscus		C, S
<i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <i>fistulosa</i>)	shrub morning-glory	P	C, S
<i>Jasminum sambac</i>	Arabian jasmine		S
<i>Kalanchoe pinnata</i>	life plant		C, S
<i>Koeleruteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold tree		C, S
<i>Leucaena leucocephala</i>	lead tree	N	N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	P, U	N, C, S

<i>Livistona chinensis</i>	Chinese fan palm		C, S
<i>Melia azedarach</i>	Chinaberry		N, C, S
<i>Melinis minutiflora</i>	Molassesgrass		C, S
<i>Merremia tuberosa</i>	wood-rose		S
<i>Murraya paniculata</i>	orange-jessamine		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	P	N, C, S
<i>Nymphoides cristata</i>	snowflake		C, S
<i>Panicum maximum</i>	Guinea grass		N, C, S
<i>Passiflora biflora</i>	two-flowered passion vine		S
<i>Pennisetum setaceum</i>	green fountain grass		S
<i>Phoenix reclinata</i>	Senegal date palm		C, S
<i>Phyllostachys aurea</i>	golden bamboo		N, C
<i>Pittosporum pentandrum</i>	Philippine pittosporum, Taiwanese cheesewood		S
<i>Pteris vittata</i>	Chinese brake fern		N, C, S
<i>Ptychosperma elegans</i>	solitaire palm		S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)			
<i>Ricinus communis</i>	castor bean		N, C, S
<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala		S
<i>Sansevieria hyacinthoides</i>	bowstring hemp		C, S
<i>Scleria lacustris</i>	Wright's nutrush		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox		N, C, S
<i>Solanum diphyllum</i>	two-leaf nightshade		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade		C
<i>Solanum torvum</i>	susumber, turkey berry	N, U	N, C, S
<i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i>)	wedelia		N, C, S
<i>Stachytarpheta cayennensis</i> (= <i>S. urticifolia</i>)	nettle-leaf porterweed		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>)	queen palm		C, S
<i>Syzygium jambos</i>	rose-apple		C, S
<i>Terminalia catappa</i>	tropical-almond		C, S
<i>Terminalia muelleri</i>	Australian-almond		C, S
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant		S
<i>Tribulus cistoides</i>	puncture vine, burr-nut		N, C, S
<i>Urena lobata</i>	Caesar's weed		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree		C, S
<i>Washingtonia robusta</i>	Washington fan palm		C, S
<i>Wedelia</i> (see <i>Sphagneticola</i> above)			

<i>Wisteria sinensis</i>	Chinese wisteria		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear		N, C, S

SCHEDULE "2"

Class I and Class II Prohibited Aquatic Plants

SCHEDULE 2

PROHIBITED AQUATIC PLANTS



South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

January 12, 2009

Prepared by

URS

URS Corporation
7800 Congress Avenue, Suite 200
Boca Raton, Florida 33487

CLASS I PROHIBITED AQUATIC PLANTS

Alternanthera philoxeroides - alligatorweed, green lead plant
Casuarina spp. - Australian Pine
Crassula helmsii - swamp stone crop
Eichhornia spp. - waterhyacinth
Hydrilla verticillata - hydrilla, Florida elodea,
Ipomoea aquatica - water spinach
Ipomoea fistulosa
Lagarosiphon spp. - African elodea
Limncharis flava - Sawah flowing rush
Lythrum salicari - purple loosestrife
Melaleuca quinquenervia - melaleuca
Mimosa pigra - giant sensitive plant, cat's claw
Monochoria hastata
Monochoria vaginalis
Myriophyllum spicatum - Eurasian watermilfoil
Nechamandra alternifolia
Oryza rufipogon - wild red rice
Pontederia rotundifolia - tropical pickerelweed
Salvinia spp. (excluding *S. minima*)
Schinus terebinthifolius - Brazilian pepper
Sparganium erectum - exotic burreed
Stratiotes aloides - water-aloe, soldier plant
Trapa spp. - water chestnut
Vossia cuspidata - hippo grass

CLASS II PROHIBITED AQUATIC PLANTS

Hygrophila polysperma - hygro
Limnophila sessiliflora - ambulia
Pistia stratiotes - water lettuce

SCHEDULE "3"

Best Management Practices

SCHEDULE "4"

Insurance Provisions

In lieu of the insurance requirements set forth in **Paragraph 16** of this **LEASE**, the following requirements shall apply:

Insurance:

A. **LESSEE** shall procure and maintain throughout the Lease Term at **LESSEE's** sole cost and expense the following types of insurance:

(1) **Worker's Compensation Insurance:** **LESSOR** acknowledges and agrees that, in lieu of providing Worker's Compensation Insurance, **LESSEE** self-insures for such matters and **LESSEE** shall not be obligated to provide any evidence of insurance with respect thereto; provided that **LESSEE** shall be obligated to satisfy all Worker's Compensation requirements under Florida law and shall provide proof of such compliance annually to **LESSOR**. The Worker's Compensation Insurance policy required by this **LEASE** shall also include Employer's Liability.

(2) **Liability Insurance:** Comprehensive General Liability Insurance relating to the Premises and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the performance of this **LEASE**. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the **LESSEE's** liability under **Paragraph 13** hereof and (B) Umbrella liability insurance containing minimum limits of Fifty Million and No/100 Dollars (\$50,000,000.00) for the Premises and coverage shall which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability.

(3) **Business Automobile Liability Insurance:** Business Automobile Liability Insurance which shall have minimum limits of \$5,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a maximum deductible or self-insured retention of \$1,000,000. This shall include owned, hired, non-owned and employee non-ownership coverage.

(4) **Casualty Insurance:** Property insurance insuring against loss or damage customarily included under so called "all risk" or "special form" policies which shall include fire and extended coverage insurance including loss caused by any type of windstorm or hail (including Named Storms), on all buildings and structures on the Premises in an amount which will equal the replacement cost of such buildings and structures, with a deductible of up to 5% of the insurable value of the damaged or destroyed real property improvements or personalty.

(5) **Environmental Impairment Insurance:** Environmental Impairment Insurance in an amount of \$5,000,000, with a maximum deductible of \$250,000 and a policy term which extends through the Expiration Date of the Lease. Said policy must provide coverage for third-party claims for unknown pre-existing conditions & new conditions. Additional insurance coverage must also be provided for all above-ground storage tanks, with limits not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Acquisition of this insurance shall in no way limit or diminish the LESSEE's liability under Paragraph 18.F. hereof.

B. Proof of Insurance: The LESSEE shall provide the LESSOR with insurance certificates for all insurance required pursuant to this LEASE as proof of insurance prior to the Commencement Date and each year, upon renewal, thereafter. Upon request, LESSEE shall provide LESSOR with complete copies of the policies. The LESSEE shall, upon request by the LESSOR, have its insurance agent provide certified copies of all insurance coverage required by this LEASE. Such copies shall be provided within ten (10) days of request or, with respect to any renewal or replacement policies, as soon as such policies are available from the applicable insurer. All insurance required under this LEASE shall be written by a financially sound company with a rating of "A VIII" or better with AM Best or a "A" or better with S&P and shall name the LESSOR as loss payee and/or as additional insured as their interests may appear (with the exception of Workers Compensation coverage). Said policies (other than worker's compensation) shall contain a waiver of subrogation in favor of the LESSOR.

C. Notice of Insurance Cancellation: The LESSEE shall notify LESSOR at least thirty (30) days prior to cancellation or modification of any insurance required by this LEASE. Insurance required under Paragraphs A.(2), (3), (4), and (5) above of this schedule shall contain a provision that it may not be cancelled until thirty (30) days after written notice to LESSOR (with the exception of ten (10) days notice for non-payment of premium). In the event LESSEE fails to obtain and keep any insurance required hereunder in full force and effect, LESSOR may at its option obtain such policies and LESSEE shall pay to LESSOR the premiums therefore, together with interest at the maximum rate allowed by law, upon demand as Additional Rent.

D. Subcontractor Insurance: It shall be the responsibility of the LESSEE to ensure that all subcontractors are adequately insured, including, but not limited to, Workers Compensation coverage.

E. Self-Insurance.

(1) Notwithstanding anything in this Schedule to the contrary, so long as LESSEE elects to post a letter of credit pursuant to the requirements set forth in Paragraph 33(B)(2) in the amount of \$1,000,000 (the "Deductible LC"), which shall be accompanied by an escrow agreement substantially in the form of the Escrow Agreement, but conformed to the provisions of this schedule, then, with respect to liability insurance under Paragraph A(2) above, LESSEE shall have the right to maintain a deductible or self-insured retention in the amount of \$1,000,000.

(2) Notwithstanding anything in this Schedule to the contrary, in lieu of the environmental impairment insurance under **Paragraph A(5)** above, **LESSEE** may elect to post a letter of credit pursuant to the requirements set forth in **Paragraph 33(B)(2)** in the amount of \$5,000,000 (the "Environmental Impairment LC"), which shall be accompanied by an escrow agreement substantially in the form of the Escrow Agreement, but conformed to the provisions of this schedule.

(3) The Escrow Agent shall have the right to draw on the Deductible LC and/or the Environmental Impairment LC, as applicable, if **LESSOR** is named in an action within the applicable coverage as set forth in **Paragraph A(2)** and **Paragraph A(5)**, above, and **LESSEE**: (i) does not defend the same; or (ii) does defend the same, but does not pay the applicable amounts under a final and unappealable judgment against **LESSOR** which is the responsibility of **LESSEE** under this **LEASE**; whereupon, in the event of clauses (i) or (ii) above, the Escrow Agent can draw on the Deductible LC and/or the Environmental Impairment LC, as applicable. If the Deductible LC and/or the Environmental Impairment LC, as applicable, is drawn upon as set forth above, then a Default shall be deemed to have occurred under this **LEASE**.

F. Casualty.

(1) In the event of a loss or damage to all or any portion of the Premises due to fire or other casualty during the Lease Term, then **LESSEE** shall have the option of restoring such loss or damage, by electing to do so in a written notice to **LESSOR** within one hundred and twenty (120) days after such loss or damage.

(2) In the event that **LESSEE** elects to restore such loss or damage as provided above, then: (i) if the cost of such restoration is determined to be less than or equal to \$500,000, then **LESSOR** shall instruct the insurance company that the insurance proceeds for restoration shall be paid directly and solely to **LESSEE**; or if paid jointly to **LESSEE** and **LESSOR**, **LESSOR** shall immediately endorse such check payable to the order of **LESSEE**; or (ii) if the cost of such restoration is determined to be more than \$500,000, then **LESSEE** and **LESSOR** shall endorse any checks received so that the insurance proceeds can be paid into a bank account controlled by a mutually and reasonably acceptable third party escrow agent that will disburse the insurance proceeds to **LESSEE** from time to time as restoration progresses in order for **LESSEE** to timely pay all invoices related to same in accordance with the terms of a mutually and reasonably agreed upon escrow agreement, with any excess or surplus following completion of restoration to be paid to **LESSEE**. **LESSOR's** consent shall not be required for the type, plans or manner of such restoration; provided, however, the same shall be completed in accordance with applicable laws.

(3) In the event that **LESSEE** does not elect to restore such loss or damage as provided above, then insurance proceeds for the property damage shall be paid to **LESSOR** with all other recoveries being paid to the **LESSEE**. In such event, **LESSEE** shall also pay to **LESSOR** the amount of any deductible under such insurance or a lesser amount if the reasonably estimated cost to repair or replace such casualty is less than the full amount of the deductible.

(4) Notwithstanding anything contained herein to the contrary, to the extent that **LESSEE** elects to restore any loss or damage to the Premises under subparagraphs (1) and (2) above, **LESSEE** may solely settle and adjust any claim with the insurance company regarding the amount to be paid for any loss or damage under insurance as to which **LESSOR** is named as an additional insured and/or loss payee without **LESSOR's** participation or consent (except that **LESSOR** shall cooperate in executing any documents relating to such settlement or adjustment, upon **LESSEE's** request); otherwise, if **LESSEE** does not elect to restore any loss or damage to the Premises as provided above, then **LESSOR** shall have the right to settle and adjust any claims with the insurance company for insurance proceeds for property damage under insurance as to which **LESSOR** is named as an additional insured and/or loss payee without **LESSEE's** participation or consent (except that **LESSEE** shall cooperate in executing any documents relating to such settlement or adjustment, upon **LESSOR's** request). In no event shall **LESSOR** have any claims or rights with respect to any business interruption/loss insurance proceeds which are payable under any insurance maintained by **LESSEE**.

SCHEDULE "5"

Escrow Agreement

[EXHIBIT 7.A.X TO PURCHASE AGREEMENT TO BE ATTACHED]

SCHEDULE "6"

Form of Letter of Credit

Irrevocable Standby Letter of Credit No.:

Date Issued:

Beneficiary:

Applicant:

Amount:

Expiry Date:

By order of our client, _____, we hereby establish this irrevocable Letter of Credit No. _____ in your favor for an amount up to but not exceeding the aggregate sum of _____ effective immediately, and expiring at the offices of _____ on _____ unless renewed as hereafter provided.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Funds under this Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause "Drawn under Credit No. _____ in the form attached hereto.

This Letter of Credit will be automatically renewed without amendment for a one year period upon the expiration date set forth above and upon each anniversary of such date unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify you in writing by registered mail or courier that we elect not to so renew this Letter of Credit.

Upon receipt of you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft(s) drawn on us and bearing the clause "Drawn under Credit No. _____".

This Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All charges and commissions incurred under this transaction will be for the applicant's account. The drawing amount will be paid in full without any deductions for banking related charges.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Credit that such drafts will be duly honored upon presentation to the drawee. We shall honor drawings under the Letter of Credit, without enquiring whether you have a right as between yourself and our said Customer to make such demand and without recognizing any claim of our said Customer. The obligation of _____ under this Letter of Credit is the individual obligation of _____, and is in no way contingent upon reimbursement with respect thereto.

Except as otherwise expressly stated herein, this Credit is subject to and governed by the Laws of the State of New York and 1993 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 500) and, in the event of any conflict, the laws of the State of New York will control. If this Credit expires during an interruption of business as described in Article 17 of Said I.C.C. publication, we agree to effect payment if the Credit is drawn against within 30 days after the resumption of business.

Signing Officer

Authorized Signing Officer

SCHEDULE "7"

Lead Based Paint Disclosure

Lead Warning Statement.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. LESSEE must also receive a federally approved pamphlet on lead poisoning prevention. LESSOR hereby advises LESSEE that LESSOR believes that there may be lead-based paint and/or lead-based paint hazards in residential structures that are being leased to LESSEE in this transaction, however, LESSOR has no reports or records pertaining to the same. By execution of this LEASE, LESSEE acknowledges that it has received the pamphlet "Protect Your Family from Lead in Your Home".